

1 Timothy J. Silverman, Esq. [SBN 145264]
2 SOLOMON, GRINDLE, SILVERMAN & SPINELLA,
3 A Professional Corporation
4 12651 High Bluff Drive, Suite 300
San Diego, CA 92130
Telephone: (858) 793-8500
Facsimile: (858) 793-8263

5 Attorneys for Defendant,
6 CHASE BANK USA NATIONAL ASSOCIATION

7
8 UNITED STATE DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10
11 MARIA Y. VILLASENOR, individually and)
12 as Successor in Interest of MARCO A.)
VILLASENOR, deceased,)

13 Plaintiff,)

14 -vs-)

15 CHASE BANK USA NATIONAL)
16 ASSOCIATION, a corporation, which also)
17 does business as Chase and Chase Mastercard)
and Chase Advantage, and DOES 1 through)
18 10, inclusive;)

19 Defendants.)
20

Case No: '08 CV 1152 LAB BLM

NOTICE OF REMOVAL

[28 U.S.C. §1446]

21 Defendant CHASE BANK USA NATIONAL ASSOCIATION, a corporation, which also does
22 business as Chase and Chase Mastercard and Chase Advantage ("Defendant") respectfully submits its
23 Notice of Removal of the action filed in the Superior Court of the State of California for the County of
24 San Diego, Case No. 37-2008-00084503-CU-CO-CTL, to the United States District Court for the
25 Southern District of California, pursuant to 28 U.S.C. §1446.

26 ///

27 ///

28 ///

FILED

2008 JUN 27 AM 11:15

SOUTHERN DISTRICT OF CALIFORNIA

BY KMA DEPUTY

VIA FAX

1 Pursuant to 28 U.S.C. §1332(a)(1), the Defendant is entitled to remove the state court action
2 because Plaintiff (citizen of California) and Defendant (citizen of Delaware) have diversity of citizenship
3 and the amount in controversy on the face of the complaint exceeds \$75,000.

4 A true and correct copy of the complaint is attached hereto as Exhibit "1" and is incorporated
5 herein by reference.

6 Dated: May 22, 2008

Respectfully submitted,

7 SOLOMON, GRINDLE, SILVERMAN &
8 SPINELLA, APC

9 By: 

10 TIMOTHY J. SILVERMAN, ESQ.
11 Attorneys for Plaintiff, CHASE BANK USA
12 NATIONAL ASSOCIATION
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CT CORPORATION
A WoltersKluwer Company

**Service of Process
Transmittal**

05/28/2008

CT Log Number 513468932



TO: Carl Del Vecchio
JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza - 20th Floor, Legal Department
New York, NY 10081-

RE: Process Served in California

FOR: Chase Bank USA NA (Domestic State: N/A)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Maria Y. Villaseñor, individually and as Successor in Interest of Marco A. Villaseñor, deceased, Pltff. vs. Chase Bank USA National Association, etc., et al., Dfts. *Name discrepancy noted.*

DOCUMENT(S) SERVED: Letter, Notice and Acknowledgment of Receipt, Summons, Complaint, Declaration, Certificate, Notice, Stipulation Form, Notice, Cover Sheet

COURT/AGENCY: Superior Court, County of San Diego, CA
Case # 37200800084603CUCTL

NATURE OF ACTION: Breach of Contract - Failure to pay the monthly life insurance premium

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Regular Mail on 05/28/2008 postmarked: "Not Post Marked"

APPEARANCE OR ANSWER DUE: Within 20 days from date of mailing dated May 23, 2008 - Complete acknowledgment form and return // Within 30 days after service - file an answer

ATTORNEY(S) / SENDER(S): Sergio Feria
Attorney at Law
225 Broadway, Suite 1720
San Diego, CA 92101
619-234-8787

REMARKS: Service was made by mail under Section 415.30 of the California Code of Civil Procedure. Enclosed is a Notice and Acknowledgment of Receipt of Summons and Complaint for your consideration. Please be aware that C T Corporation does not sign on behalf of your company.

ACTION ITEMS: CT has retained the current log, Retain Date: 05/28/2008, Expected Purge Date: 06/02/2008
Image SOP - Page(s): 20
Email Notification, Legal Papers Served legal.papers.served@jpmchase.com
CC Recipient(s)
Teresa Goldberg, via Customer Pick-up

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Page 1 of 1 / BF

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

EXHIBIT A

LAW OFFICES OF
SERGIO FERIA
A PROFESSIONAL CORPORATION
225 BROADWAY, SUITE 1720
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 234-8787
FACSIMILE (619) 234-8508
sorgioferia@ferialaw.net

May 23, 2008

CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017

Re: Maria Y. Villaseñor v. Chase Bank USA National Association, et al
SDSC Case Number : 37-2008-00084503-CU-CO-CTL

Dear Sir or Madame:

You have been identified as the agent for service of process for Chase Bank USA National Association.

Enclosed with this letter you will find the following documents:

1. Summons
2. Complaint for Damages (Breach of Contract and Negligence)
3. Declaration of Maria Y. Villaseñor to Commence Action as Successor in Interest of Marco A. Villaseñor
4. Notice of Case Assignment
5. Stipulation to Alternative Dispute Resolution Process
6. Notice to Litigants/ADR Information Package
7. Civil Case Cover Sheet
8. Notice and Acknowledgment of Receipt

Please execute the Notice and Acknowledgment of Receipt and promptly return this document to my office in the enclosed self addressed stamped envelope.

If you have any comments or questions, feel free to contact the undersigned.

Very truly yours,



Sergio Feria
SF/la
Enclosures

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

FOR COURT USE ONLY

TELEPHONE NO. (619) 234-8787 FAX NO. (Optional): (619) 234-8509

E-MAIL ADDRESS (Optional): sergioferia@ferialaw.net

ATTORNEY FOR (Name): Plaintiff, Maria Y. Villaseñor

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego

STREET ADDRESS. 330 West Broadway

MAILING ADDRESS: (Same)

CITY AND ZIP CODE: San Diego, CA 92101

BRANCH NAME: Hall of Justice

PLAINTIFF/PETITIONER: Maria Y. Villasenor, individually and as
Successor in Interest of Marco A. Villasenor, deceased

DEFENDANT/RESPONDENT: Chase Bank USA National Association, a corporation, which also does business as Chase and Chase Mastercard and Chase Advantage.

NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL

CASE NUMBER:

37-2008-00084503-CU-CTL

TO (insert name of party being served): Chase Bank USA National Association

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: May 23, 2008

Sergio Faria, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of (to be completed by sender before mailing):

1. ☒ A copy of the summons and of the complaint.
2. ☒ Other: (specify): Declaration of Maria Y. Villaseñor to Commence Action as Successor in Interest of Marco A. Villaseñor; Notice of Case Assignment; Stipulation to Alternative Dispute Resolution Process; Notice to Litigants/ADR Information Package; Civil Case Cover Sheet

(To be completed by recipient):

Date this form is signed:

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CHASE BANK USA NATIONAL ASSOCIATION, a corporation,
which also does business as Chase and Chase
Mastercard and Chase Advantage, and DOES 1 through
10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MARIA Y. VILLASENOR, individually and as Successor in
Interest of MARCO A. VILLASENOR, deceased

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

2008 JUN 26 PM 1:16

7508

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California
330 West Broadway
(Same)
San Diego, CA 92101
Hall of Justice

CASE NUMBER:
(Número del Caso):

37-2008-00084503-CU-60-631

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sergio Feria, Esq.
Law Offices of Sergio Feria (SBN: 105704)
225 Broadway, Ste. 1720
San Diego, CA 92101
(619) 234-8787

DATE: 2008 JUN 26 Clerk, by T. Hart Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

1 SERGIO FERLA SBN 105704
2 Attorney at Law
3 225 Broadway, Suite 1720
4 San Diego, California 92101
5 619.234.8787 Telephone
6 619.234.8509 Facsimile

7
8 Attorneys for Plaintiffs

9 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN DIEGO

11 MARIA Y. VILLASENOR, individually and
12 as Successor in Interest of MARCO A.
13 VILLASENOR, deceased

14 Plaintiffs.

15 vs.

16 CHASE BANK USA NATIONAL
17 ASSOCIATION, a corporation, which also
18 does business as Chase and Chase Mastercard
19 and Chase Advantage, and DOES 1 through
20 10, inclusive,

21 Defendants.

22 ~~FILED NO 0077000-0000-10~~
23 Case No.

24 COMPLAINT FOR DAMAGES

25 1) BREACH OF CONTRACT

2) NEGLIGENCE

UNLIMITED CIVIL

THE PARTIES

1. Plaintiff Maria Y. Villasenor (hereinafter referred to as "plaintiff") at all times herein mentioned was and is a resident of the County of San Diego, State of California. Plaintiff is the surviving spouse and heir of decedent Marco A. Villasenor (hereinafter referred to as "decedent") who died on June 17, 2007. Plaintiff, the surviving spouse, would be entitled to the property of the

1 decedent under the laws of intestate succession. Persons of this degree of kinship would be entitled
2 to the property of the decedent by intestate succession pursuant to the provisions of California
3 Probate Code section 6402 (b). Plaintiff is decedent's successor in interest pursuant to California
4 Code of Civil Procedure section 377.32.

5
6 2. Defendant Chase Bank USA National Association, who also does business as Chase and Chase
7 Mastercard and Chase Advantage (hereinafter referred to as "defendant") is a corporation, having
8 its principal place of business in the State of New York, and is authorized to do business by virtue of
9 the laws of the State of California and regularly conducts substantial business in the State of
10 California, County of San Diego.

11 3. Venue is proper in this Court pursuant to California Code of Civil Procedure section 395
12 because the defendant has banks, regularly conducts business, issues credit cards, makes loans,
13 enters into contracts, and entered into an oral agreement with the plaintiff and the decedent Marco
14 A. Villasenor in the State of California, County of San Diego. The oral agreement was to be
15 performed by the defendant, the plaintiff, and the decedent in San Diego County and was
16 performed until it was breached by the defendant as specifically alleged in this complaint.

17
18 4. Plaintiff is ignorant of the true names and capacities of defendants Does 1-10, inclusive, and
19 therefore sues said defendants by such fictitious names. Plaintiff will amend this complaint to
20 allege their true names and capacities when ascertained. Each defendant is the agent of the other or
21 is an affiliated subsidiary or parent company of each of the defendants. Plaintiffs allege that each of
22 defendants named as a Doe was in some manner responsible for the acts and omissions alleged
23 herein, and plaintiff will ask leave to amend this complaint to allege such name, capacity and
24 responsibility when that information is ascertained. Plaintiff further alleges that the defendants, and
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1 each of them, at all times herein mentioned were acting in the course and scope of their employment
2 with each of the defendants.
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5

6 **FIRST CAUSE OF ACTION FOR BREACH OF ORAL CONTRACT**
7 **(Against All Defendants)**

8 5. Plaintiffs reallege and incorporate herein by reference the allegations of paragraphs 1 through 4,
9 inclusive, as though fully set forth herein.
10

11 6. Decedent Marco A. Villasenor and plaintiff were long time clients of defendants, and each of
12 them, and regularly used defendants Chase Mastercard credit card for purchases. Prior to April
13 2004, decedent Marco A. Villasenor agreed with defendants, and each of them, that defendants
14 could electronically or otherwise transfer from the plaintiffs and decedents checking account at
15 California Bank and Trust any amount of money that was necessary or sufficient to make all
16 minimum payments required to be made by plaintiff and decedent on their Chase Mastercard
17 account, including the timely monthly payment of the life insurance premium to The Hartford Life
18 Insurance Company. These money transfers were to be applied as payments to plaintiffs and
19 decedents Chase Mastercard credit card account in order to keep the Chase Mastercard credit card
20 account current and the life insurance policy in force for the benefit of each of the defendants and
21 the plaintiff and decedent. In 2007, the life insurance monthly premium was \$22.67. Plaintiff
22 Maria Y. Villasenor was and is the beneficiary of the Hartford Life Insurance Policy. The life
23 insurance policy insured the life of decedent Marco A. Villasenor. The face value of the life
24 insurance policy was the sum of \$100,000.00. This agreement was entered into with the express
25 and/or incidental intent and desire to benefit Maria Y. Villasenor, the wife of the decedent Marco
26
27

1 A. Villasenor and the express beneficiary of the life insurance policy. By this agreement,
2 defendants, and each of them, were assured of receiving monthly payments from plaintiff and
3 decedent directly from plaintiffs and decedents bank account.

4 7. From at least April 2004, the above agreement was performed by both plaintiff and defendants,
5 and each of them on a monthly basis. Plaintiff and decedent have performed and fulfilled all of
6 their obligations and satisfied all conditions under the agreement. Beginning April, 2007
7 defendants, and each of them, breached their agreement to pay, via plaintiff and decedents Chase
8 Mastercard, the life insurance premium by failing to pay and or forward the \$22.67 monthly life
9 insurance premium to The Hartford Insurance Company. However, defendant continued to charge
10 plaintiff and decedent a monthly late fee of \$39.00. Defendants never notified plaintiff or decedent
11 of the fact that defendants had failed to pay the monthly life insurance premiums. Plaintiff and
12 decedent believed that the life insurance premium had been paid by the automatic payment of the
13 premium via the Chase Mastercard credit card as had been done for many years. As a result of
14 defendants breach, and without notice to the plaintiff or the decedent, the \$100,000.00 life insurance
15 policy lapsed.

16 8. On June 17, 2007, Marco A. Villasenor was killed in a traffic accident. Plaintiff Maria Y.
17 Villasenor, the surviving spouse and beneficiary of the Hartford Life insurance policy, filed her
18 claim for death benefits with Hartford Life. On August 2, 2007 Hartford Life Insurance Company
19 denied plaintiff her \$100,000.00 death benefits claiming the policy had lapsed for non payment of
20 premiums, further stating that the premium for April 2007 was rejected by the bank (Chase) as "do
21 not honor" and was not paid, resulting in a cancellation effective May 1, 2007.

1 9. As a result of defendants breach in failing to pay the monthly life insurance premium as agreed,
2 plaintiff has been damaged in the sum of \$100,000.00, the face value of The Hartford life insurance
3 policy.
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8 **SECOND CAUSE OF ACTION FOR NEGLIGENCE**
9 **(Against All Defendants)**

10 10. Plaintiffs reallege and incorporate herein by reference the allegations of paragraphs 1 through 9,
11 inclusive, as though fully set forth herein.

12 11. On or about April 2004 and continuing through 2007, defendants and each of them owed a
13 duty of care to plaintiff's to pay the monthly life insurance premium directly to The Hartford Life
14 Insurance Company through the plaintiffs and decedents Chase Mastercard. Defendants, and each
15 of them, breached their duty of care by failing to pay the monthly life insurance premiums
16 beginning in April 2007, as alleged in this complaint, causing the policy to lapse.

17
18 12. As a direct, legal and proximate cause of the breach of their duty of care, by defendants, and
19 each of them, has caused the plaintiff to suffer losses, harm, emotional distress, and other losses
20 including the loss of the \$100,000.00 life insurance benefit on the life of decedent spouse Marco A.
21 Villasenor, who died on June 17, 2007, from The Hartford Life Insurance Company.

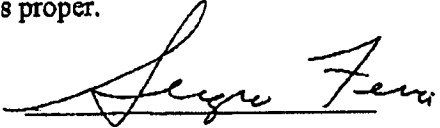
22 **PRAYER**

23 Wherefore, Plaintiffs pray for judgment against defendants, and each of them, Docs 1
24 through 10 jointly and severally, as follows:

25 1. For general damages in the amount of \$100,000.00, the value of the life insurance
26 policy, with interest at the legal rate from the date of denial of the life insurance benefits;
27

- 1 2. For special damages in an amount to be proven at the time of trial together with interest
- 2 at the maximum legally permissible rate.
- 3 3. For attorney's fees and costs incurred.
- 4 4. For such other and further relief as the court deems proper.
- 5

6 DATED: 5-23-08


SERGIO FERIA
Attorney for Plaintiffs

1 SERGIO FERIA SBN 105704
2 Attorney at Law
3 225 Broadway, Suite 1720
4 San Diego, California 92101
619.234.8787 Telephone
619.234.8509 Facsimile

5
6 Attorneys for Plaintiffs

7
8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO

10 MARIA Y. VILLASENOR, individually and
11 as Successor in Interest of MARCO A.
12 VILLASENOR, deceased

13 Plaintiffs.

14 vs.

15 CHASE BANK USA NATIONAL
16 ASSOCIATION, a corporation, which also
17 does business as Chase and Chase Mastercard
18 and Chase Advantage, and DOES 1 through
19 10, inclusive,

20 Defendants.

Case No: 37-2008-00084503-CU-CO-CTL

**DECLARATION OF MARIA Y.
VILLASENOR TO COMMENCE
ACTION AS SUCCESSOR IN INTEREST
OF MARCO A. VILLASENOR**

[CCP § 377.32]

21
22
23 I, MARIA Y. VILLASENOR, declare:

24 1. I am the successor in interest of Marco A. Villasenor, deceased. All matters set forth
25 in this declaration are true of my personal knowledge.

2. The decedent's name is Marco A. Villasenor. Marco A. Villasenor died on June 17,

1 2007, in San Diego, California. I am his surviving wife.

2 3. A certified copy of the decedent's death certificate is attached hereto as Exhibit 1 and
3 incorporated by reference.

4 4. No proceeding is now pending in California for administration of the decedent's
5 estate.
6

7 5. I am the decedent's successor in interest, as defined in section 377.11 of the California
8 Code of Civil Procedure, and succeed to the decedent's interest in the action in that I am a
9 beneficiary of the deceased's estate.

10 6. No other person has a superior right to commence the action or proceeding or to be
11 substituted for the decedent in the pending action or proceeding.
12

13 *I declare under penalty of perjury under the laws of the State of California that the*
14 *foregoing is true and correct.*
15

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21 DATED: 5-23-08

22 Maria G. Villaseñor
23 MARIA V. VILLASENOR
24
25
26
27

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

CERTIFICATE OF DEATH

3200737009364

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEASED — FIRST (Given)		2. LAST (Surname)	
MARCO		VILLASENOR	
3. MIDDLE		4. DATE OF BIRTH	
ANTONIO		01/13/1970	
5. AGE		6. SEX	
37		M	
7. DATE OF DEATH		8. HOUR (On Hour)	
08/17/2007		0053	
9. BIRTH STATE/COUNTRY		10. SOCIAL SECURITY NUMBER	
CA		003-01-6801	
11. 5 YEAR IN U.S. ARMED FORCES?		12. MARITAL STATUS in Year of Death	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		MARRIED	
13. DECEASED'S RACE — Up to 5 words may be listed (see instructions on back)		14. DECEASED'S RACE	
HS GRADUATE		WHITE	
15. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED		16. KIND OF BUSINESS OR INDUSTRY (e.g., primary store, retail construction, employment agency, etc.)	
TRUCK DRIVER		TRUCKING COMPANY	
17. DECEASED'S RESIDENCE (Street and number or location)		18. DECEASED'S RESIDENCE (Street and number or location)	
25275 POTRERO VALLEY RD SP 229		25275 POTRERO VALLEY RD SP 229, POTRERO, CA 91863	
19. CITY		20. STATE/ZIP CODE	
POTRERO		SAN DIEGO 91863	
21. YEARS IN COUNTRY		22. BIRTH STATE/COUNTRY	
8		CA	
23. INFORMANT'S NAME, RELATIONSHIP		24. INFORMANT'S ADDRESS (Street and number or rural route number, city or town, state, ZIP)	
MARIA Y VILLASENOR, WIFE		25275 POTRERO VALLEY RD SP 229, POTRERO, CA 91863	
25. NAME OF SURVIVING SPOUSE — FIRST		26. LAST (Surname)	
MARIA		CABADA	
27. NAME OF FATHER — FIRST		28. LAST	
LUIS		VILLASENOR	
29. NAME OF MOTHER — FIRST		30. LAST	
CELIA		MEDINA	
31. DATE OF DEATH		32. PLACE OF DEATH	
08/19/2007		PANTEON MUNICIPAL	
33. TYPE OF DEATH		34. SIGNATURE OF EXAMINER	
TRBU		JOHN O. RODRIGUEZ	
35. NAME OF FUNERAL ESTABLISHMENT		36. LICENSE NUMBER	
FUNERARIA AZTLAN MORTUARY SVC		FD1658	
37. PLACE OF DEATH		38. SIGNATURE OF LOCAL REGISTRAR	
PALOMER MEDICAL CENTER		WILMA WOOTEN, MD	
39. COUNTY		40. DATE	
SAN DIEGO		06/18/2007	
41. CAUSE OF DEATH		42. SIGNATURE OF LOCAL REGISTRAR	
BLUNT FORCE INJURIES OF CHEST AND ABDOMEN		WILMA WOOTEN, MD	
43. SIGNATURE OF DECEASED		44. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
45. SIGNATURE OF DECEASED		46. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
47. SIGNATURE OF DECEASED		48. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
49. SIGNATURE OF DECEASED		50. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
51. SIGNATURE OF DECEASED		52. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
53. SIGNATURE OF DECEASED		54. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
55. SIGNATURE OF DECEASED		56. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
57. SIGNATURE OF DECEASED		58. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
59. SIGNATURE OF DECEASED		60. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
61. SIGNATURE OF DECEASED		62. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
63. SIGNATURE OF DECEASED		64. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
65. SIGNATURE OF DECEASED		66. SIGNATURE OF LOCAL REGISTRAR	
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67. SIGNATURE OF DECEASED		68. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
69. SIGNATURE OF DECEASED		70. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
71. SIGNATURE OF DECEASED		72. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
73. SIGNATURE OF DECEASED		74. SIGNATURE OF LOCAL REGISTRAR	
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75. SIGNATURE OF DECEASED		76. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
77. SIGNATURE OF DECEASED		78. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
79. SIGNATURE OF DECEASED		80. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
81. SIGNATURE OF DECEASED		82. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
83. SIGNATURE OF DECEASED		84. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
85. SIGNATURE OF DECEASED		86. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
87. SIGNATURE OF DECEASED		88. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
89. SIGNATURE OF DECEASED		90. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
91. SIGNATURE OF DECEASED		92. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
93. SIGNATURE OF DECEASED		94. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
95. SIGNATURE OF DECEASED		96. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
97. SIGNATURE OF DECEASED		98. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	
99. SIGNATURE OF DECEASED		100. SIGNATURE OF LOCAL REGISTRAR	
NONE		WILMA WOOTEN, MD	



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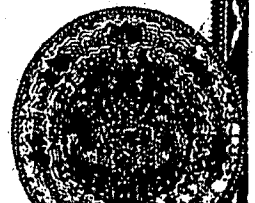
County of San Diego - Department of Health Services - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.



DATE ISSUED: June 26, 2008

Wilma J. Wooten, M.D.
 WILMA J. WOOTEN, M.D.
 REGISTRAR OF VITAL RECORDS
 County of San Diego

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 685-6025	
PLAINTIFF(S) / PETITIONER(S): Maria Y Villasenor	
DEFENDANT(S) / RESPONDENT(S): Chase Bank USA National Association	
VILLASENOR VS. CHASE BANK USA NATIONAL ASSOCIATION	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00084503-CU-CO-CTL

Judge: Joan M. Lewis

Department: C-65

COMPLAINT/PETITION FILED: 05/23/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
BRANCH NAME: Central		
PLAINTIFF(S): Maria Y Villasenor DBA Marco A Villasenor, deceased		Chase Advantage
DEFENDANT(S): Chase Bank USA National Association DBA Chase and Chase Mastercard DBA Chase Advantage		
SHORT TITLE: VILLASENOR VS. CHASE BANK USA NATIONAL ASSOCIATION		
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)		CASE NUMBER: 37-2008-00084503-CU-CO-CTL

Judge: Joan M. Lewis

Department: C-65

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- | | |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration |
| <input type="checkbox"/> Private Neutral Evaluation | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial | <input type="checkbox"/> Private Reference to General Referee |
| <input type="checkbox"/> Private Summary Jury Trial | <input type="checkbox"/> Private Reference to Judge |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration |
| <input type="checkbox"/> Other (specify): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate: (mediation & arbitration only) _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

IT IS SO ORDERED.

Dated: 05/23/2008

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2008-00084503-CU-CO-CTL CASE TITLE: Villasenor vs. Chase Bank USA National Association

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants; and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timelines: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timelines: Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. Those services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): Sergio Feria, Esq. Law Offices of Sergio Feria (SBN: 105704) 225 Broadway Suite 1720 San Diego, CA 92101 TELEPHONE NO: (619) 234-8787 FAX NO:		FOR COURT USE ONLY JUNE 27 2008 11:16 CASE NUMBER: JUDGE: 37-2008-00084503-CU-CO-CTL DEPT:
ATTORNEY FOR (Name): Plaintiff, Maria Y. Villaseñor SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: (Same) CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice		
CASE NAME: Maria Y. Villaseñor v. Chase Bank USA National Association, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Two (2)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 5-23-08

Sergio Feria, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/IPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/IPD/WD

Non-P/IPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-P/IPD/WD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)
Unlawful Detainer
Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court—Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contests
Petition for Habeas Corpus
Petition for Writ of Habeas Corpus
Other

Tim Silverman

From: lisa.m.young@jpmchase.com
Sent: Tuesday, June 24, 2008 1:57 PM
To: tim@sgsslaw.com
Cc: Leslie.Toulson@chase.com
Subject: Villasenor -- complaint



Villasenor --
complaint.pdf (8...

Tim -- As we discussed, here is a copy of the Villasenor complaint. The GMM number for this case is 358544. I will send you additional information shortly, and Leslie will send you the account documents.

Thanks,
Lisa

(See attached file: Villasenor -- complaint.pdf)

Lisa M. Young | (W: 312.732.8463 | *** PLEASE NOTE NEW FAX NUMBER
*** 7 F: 312.732.8040 | Privileged / Confidential Attorney-Client Communication |

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates.

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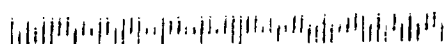
Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to UK legal entities.

**FROM**

LAW OFFICES OF
SERGIO FERIA
A PROFESSIONAL CORPORATION
225 BROADWAY, SUITE 1720
SAN DIEGO, CALIFORNIA 92101

TO

CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS <u>MARIA Y. VILASUN</u> (b) County of Residence of First Listed Plaintiff <u>San Diego</u> (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) <u>SPRISIO FERRA</u> <u>125 BROADWAY #1720 S.O. 52101</u>	DEFENDANTS <u>CHASE BANC USA</u> <u>NATIONAL ASSOCIATION</u> <u>27 AM 11:13</u> County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known) <u>SOLIMON, GAINOR</u> <u>08 CV 1152 LAB BLM</u>
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II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table border="0" style="width:100%"> <tr> <td style="width:33%">Citizen of This State</td> <td style="width:33%">PTF DEF</td> <td style="width:33%">Incorporated or Principal Place of Business In This State</td> </tr> <tr> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> </tr> <tr> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td>Foreign Nation</td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF DEF	Incorporated or Principal Place of Business In This State																	
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4 <input type="checkbox"/> 4																	
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State																	
<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5																	
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation																	
<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6 <input type="checkbox"/> 6																	

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)						
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 USC SECTION 1332 (A)</u> Brief description of cause: <u>REMOVAL OF STATE COURT ACTION DUE TO DIVERSITY</u>
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VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ _____	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY (See instructions):	JUDGE _____	DOCKET NUMBER _____
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DATE <u>6/27/08</u>	OFFICE OF THE CLERK OF COURT	SIGNATURE OF ATTORNEY OF RECORD <u>[Signature]</u>
FOR OFFICE USE ONLY		

RECEIPT # <u>157344</u>	AMOUNT <u>\$350</u>	APPLYING IFP _____	JUDGE _____
TAC <u>6/27/08</u>		MAG. JUDGE _____	

CR

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

152364 - TC

**June 27, 2008
11:17:25**

Civ Fil Non-Pris

USAO #: 08CV1152

Judge.: LARRY A BURNS

Amount.: \$350.00 CK

Check#: BC0942

Total-> \$350.00

FROM: MARIA VILLASENOR
VS
CHASE BANK

1 Timothy J. Silverman, Esq. [SBN 145264]
2 SOLOMON, GRINDLE, SILVERMAN & SPINELLA,
3 A Professional Corporation
12651 High Bluff Drive, Suite 300
San Diego, CA 92130
Telephone: (858) 793-8500
4 Facsimile: (858) 793-8263

5 Attorneys for Defendant,
6 CHASE BANK USA NATIONAL ASSOCIATION

7
8 UNITED STATE DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10
11 MARIA Y. VILLASENOR, individually and
as Successor in Interest of MARCO A.
12 VILLASENOR, deceased,

13 Plaintiff,

14 -vs-

15 CHASE BANK USA NATIONAL
16 ASSOCIATION, a corporation, which also
does business as Chase and Chase Mastercard
17 and Chase Advantage, and DOES 1 through
10, inclusive;

18 Defendants.
19
20

Case No: **08 CV 1152 LAB BLM**

CERTIFICATE OF SERVICE

21 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

22 I, Missy Kresl, declare as follows:

23 I am employed in the County of San Diego, State of California. I am over the age of 18 and not a
24 party to the within action; my business address is 12651 High Bluff Drive, Suite 300, San Diego, CA
25 92130.

26 On June 27, 2008, I served the following document(s): **NOTICE OF REMOVAL**, on
27 the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope
28 addressed as follows:

FILED

2008 JUN 27 AM 11:15

CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY VNH DEPUTY

VIA FAX

Attorney for Plaintiff

Sergio Feria, Esq.
Law Offices of Sergio Feria
225 Broadway, Suite 1720
San Diego, CA 92101

/X/ (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at San Diego, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary course of business.

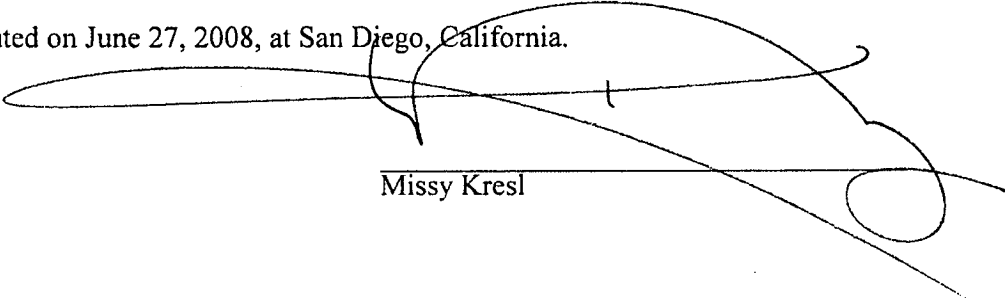
/ / (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

/ / (VIA FACSIMILE TRANSMISSION) I caused such document to be sent via facsimile transmission on this date during regular business hours to the addressee(s) as shown on the attached service list.

/ / (VIA ELECTRONIC TRANSMISSION) I caused such documents to be electronically transmitted on this date during regular business hours to the addressee(s) as shown on the attached service list.

/X/ (Federal) I declare under penalty of perjury under the laws of the United States of America that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on June 27, 2008, at San Diego, California.


Missy Kresl